

RESOLUTION NO. 2010-17

**A RESOLUTION OF THE VILLAGE COMMISSION OF THE
VILLAGE OF BISCAYNE PARK, FLORIDA, AUTHORIZING
THE APPROPRIATE VILLAGE OFFICIALS TO EXECUTE
THE AGREEMENT FOR TREE TRIMMING AND PRUNING
SERVICES TO NOVO ARBOR; PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, the Village of Biscayne Park entered into an agreement with the State of Florida, Department of Agriculture and Consumer Services, on March 16, 2010, to receive a state funded Florida Urban and Community Forestry matching grant in the amount of \$9,755 for the maintenance of the existing tree canopy by professional tree trimming and pruning services, to provide much needed shade to the Ed Burke Park/Recreation Center, to provide forestation of the northeast section of the Village to enhance the urban environment; and to replace lost trees throughout our medians; and

WHEREAS, a portion of the matching grant has been allocated for professional tree trimming and pruning services in the amount of \$7,500.00; and

WHEREAS, the Village of Biscayne Park issued a Request for Bids for professional tree trimming and pruning services on April 1, 2010; and

WHEREAS, the Village received a total of three (3) proposals; and

WHEREAS, through continued efforts of partnering with our neighboring cities, the Village identified a contract the City of North Miami utilizes for tree trimming and pruning services with Novo Arbor; and

WHEREAS, staff recommends that the Village piggy-backs on to the North Miami contract with Novo Arbor for tree trimming and pruning services; and

WHEREAS, the Commission has found it to be in the best interests of the residents of the Village to have Novo Arbor perform the tree trimming and pruning services;

1 **BE IT RESOLVED BY THE COMMISISON OF THE VILLAGE OF BISCAYNE**
2 **PARK, FLORIDA, THAT:**

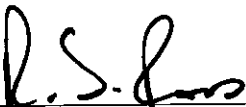
3 **Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as being
4 true and correct and hereby made a specific part of this Resolution upon adoption hereof.

5 **Section 2.** The appropriate Village officials are hereby authorized to execute the
6 Agreement for tree trimming and pruning services between the Village and Novo Arbor utilizing
7 the piggy back process with the City of North Miami contract, attached hereto and incorporated
8 herein as Exhibit "1."

9 **Section 3.** This Resolution shall become effective upon adoption.
10

11 PASSED AND ADOPTED this 8th day of June, 2010.

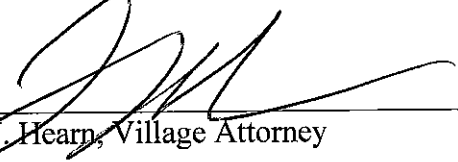
**The foregoing resolution upon being
Put to a vote, the vote was as follows:**

12
13 
14
15 _____
16 Roxanna Ross, Mayor

Mayor Ross: Yes
Vice Mayor Cooper: Yes
Commissioner Anderson: Yes
Commission Bernard: Yes
Commissioner Childress: Yes

17 Attest:
18
19 
20
21 _____
22 Maria Camara, Village Clerk
23

24
25 Approved as to form:

26
27 
28
29 _____
30 John J. Hearn, Village Attorney

village clerk

From: Ana M. Garcia [villagemanager@biscayneparkfl.gov]
Sent: Thursday, June 03, 2010 1:01 PM
To: villageclerk@biscayneparkfl.gov
Subject: FW: Contract for Tree Maintenance

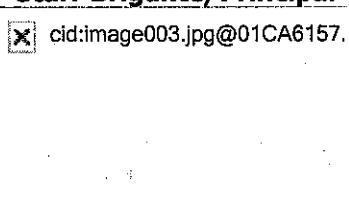
From: Starr Brigante [mailto:Starr@novoarbor.com]
Sent: Thursday, June 03, 2010 11:25 AM
To: villagemanager@biscayneparkfl.gov
Cc: Novo Field Supervisor; Novo Accounting
Subject: Contract for Tree Maintenance

Dear Ms. Garcia:

We currently have a contract with the City of North Miami for the maintenance of their trees. We are please to inform you that we would like to offer the same terms of that contract to the City of Biscayne Park. Kindly advise if this letter suffices in order to initiate the "piggyback" contract process.

We look forward to being of service to your fine community.

**Regards,
Starr Brigante, Principal**



Commercial Certified Arborists & Urban Foresters

315 NE 5th Avenue, FL 33435 T: 561.330.9785 ~ F: 561.330.2392 ~ C: 561.239.1185
www.novoarbor.com

Industry Affiliations: ISA, PLANET, TCIA, SCA, SMA, SUF

**"To exist as a nation, to prosper as a state, and to live as a people,
we must have trees." —Theodore Roosevelt**

No virus found in this incoming message.
Checked by AVG - www.avg.com
Version: 9.0.829 / Virus Database: 271.1.1/2915 - Release Date: 06/03/10 02:25:00

6/3/2010

Payne, Darrell

From: Miller, Keith
Sent: Wednesday, October 10, 2007 12:17 PM
To: Payne, Darrell
Importance: High
Attachments: Doc10.doc

DARRELL,

LOOK THIS CONTRACT OVER AND LET ME KNOW IF YOU WANT TO ADD/CHANGE ANYTHING IN HERE TO HELP YOU GET A BETTER CONTRACT WITH THE NEXT VENDOR. ASAP

KEITH

**TREE TRIMMING
 IFB #02-07-08
 OCTOBER 2007**

3.0 TECHNICAL SPECIFICATIONS

3.1 PURPOSE:

The City of North Miami desires to establish a contract for street tree trimming – (crown elevation or underclearance) throughout the City limits of North Miami, Florida in compliance with all applicable City, County and State Codes and regulations.

The City currently has approximately 2000 trees requiring trimming which are mainly Black Olive, but there are a representative amount of other species which include, but are not limited to, Ficus, Oaks, Mahogany, Acacia, Orchid Trees, Gumbo Limbo and Tamarind.

The work involves the lifting of street trees and the removal of basal sprouts in accordance with the National Arborist Association Standards as stated herein.

3.2 LOCATIONS:

3.2.1 The Parks and Recreation Department will provide the successful proposer a list of all tree locations, by address, in general order by street, (from a computerized tree inventory) which require trimming for adequate clearance for vehicular and pedestrian traffic.

3.2.2 The computerized list will identify each tree with exact address, property cell number and serial number of each tree to be trimmed. **The City will identify each tree that is to be**

trimmed at a specific location by painting a white dot on the edge of the pavement in front of the tree.

An on-site demonstration shall be conducted to show how each tree is identified using the computer-generated list.

3.2.3 Only trees growing on City swales and medians are to be trimmed. Trees originating on private property and growing into the right-of-way are not to be trimmed, however, these trees' locations are to be noted and reported daily to the designee of the Parks and Recreation Department.

3.2.4 All work is to be performed on the public right-of-way. No permission will be given to trespass on adjoining private property.

3.2.5 Upon completion of trimming, contractor shall spray paint a gray dot on the edge of pavement in front of trimmed tree. The City will verify completion and if a tree is not acceptable, the City and the Contractor will review it for resolution.

3.3 PROPERTY CONDITIONS:

3.3.1 If property is damaged performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the proposer in a manner acceptable to the City of North Miami. Such property shall include but not be limited to: sidewalks, landscaping, vehicles, utilities, swales, plants, etc.

3.3.2 Proposer shall notify the Parks and Recreation Department designee of the work site having pre-existing damage to sidewalks, swales, private property, utilities, etc. before beginning the work. Failure to do so shall obligate the proposer to make repairs per section 3.3.1.

3.3.3 Proposer shall be responsible for securing all work areas to be safe.

3.4 HOURS OF WORK:

3.4.1 Proposer will perform work from Monday through Friday from 7:30 A.M. to 5:00 P.M. excluding Holidays. No work shall be done at all on Sunday or any day between the hours of 5:00 p.m. and 7:30 a.m., unless permission is given, in writing, by the Director of Parks & Recreation or his authorized representative. **Proposer shall notify the Parks and Recreation designee one day prior of the area scheduled to be trimmed so the progress of work can be monitored.**

3.5 EMPLOYEES:

3.5.1 Proposer shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times). Personnel must be able to supply proper identifications at all times.

3.5.2 All employees of the proposer shall be considered to be at all times the sole employees of the proposer, under the proposer's sole direction, and not an employee or agent of the City of North Miami. The proposer shall supply competent and physically capable employees and the City may require proposer to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City. City shall not have any duty to implement or enforce such requirements.

3.5.3 Proposer shall assign an "On Duty" supervisor who speaks and reads English.

3.6 REMOVAL AND DISPOSAL:

3.6.1 The contractor shall be responsible for removing all cut limbs and all other debris from the work site daily, leaving the general area in clean and neat condition acceptable to the City.

3.6.2 All limbs, leaves, chips and other debris shall be removed daily and disposed of legally and not left for disposal by City forces.

3.7 SCOPE OF WORK:

3.7.1 Any tree limb extending over the vehicle use portion of the right-of-way (pavement) and coming within ten feet (10') or lower to the street shall be trimmed. Said tree shall have all limbs and vegetation trimmed to give a total clearance over the street of fourteen feet (14') from grade.

3.7.2 Any tree limb extending over the pedestrian use portion of the right-of-way (sidewalk) and coming within eight feet (8') of the grade shall be trimmed. Said tree shall have all

limbs and vegetation trimmed to give a total clearance over the pedestrian use area of ten feet (10') from grade.

3.7.3 Any tree limb in the swale area growing in a downward or horizontal direction outside a 4' radius of the trunk and below eight feet (8') of the grade shall be trimmed to provide a total clearance of ten feet (10') from grade.

3.7.3 Any and all basal sprouts less than three inches (3") in diameter shall be removed. Only "Crown Raising" and basal sprout removal is to be performed on the trees.

3.7.4 No "deadwooding", "hazard reduction", "topping" or "thinning" will be performed. The contractor shall report any deadwood, disease condition, fungus fruit bodies, decay, split crotches or branches, cracks, or other structural weakness or hazardous wood in the crown of a tree that involves limbs of five inch (5") caliper or greater to the Parks and Recreation designee the day that this is encountered or, no later than, the next working day.

3.8 PRUNING STANDARDS:

3.8.1 All pruning shall be done under the direction of an I.S.A. Certified Arborist.

3.8.2 All tree work shall be done in accordance with the ANSI Z133.1-2000, safety requirements.

3.8.3 All work that requires the use of public streets shall be done in accordance with F.D.O.T. Roadway and Traffic Design Standards, M.U.T.C.D., and in compliance with F.D.O.T. Flagger Regulations

3.8.4 All pruning and pruning cuts shall be done in accordance with the ANSI A300 (Part1) – 2001 Pruning standard and as summarized as follows:

A. All branches shall be removed by the three cut method to avoid splitting or tearing of the bark (see diagram A). Where necessary, ropes or other equipment should be used to lower large branches or stubs to the ground.

B. All cuts shall be made as close as possible to the trunk or parent stem, without cutting into the branch collar or leaving a protruding stub (see diagram A). Bark at the edge of all pruning cuts should remain firmly attached.

C. When a branch is shortened to provide the required clearance, the remaining lateral should be large enough to assume the terminal role. The lateral should be at least 1/3 the diameter of the branch being removed.

D. Treatment of cuts and wounds with wound dressing or paints are not required.

E. Equipment that will damage the bark and cambium layer shall not be used on or in the tree. For example, the use of climbing spurs (hooks, irons) is not an acceptable work practice for pruning operations on live trees. Sharp tools shall be used so that clean cuts will be made at all times.

F. All cut limbs shall be removed from the crown upon completion of the pruning.

3.9 PROJECT IDENTIFICATION:

3.9.1 No signs or advertisement will be allowed to be displayed.

3.10 PERMITS & LICENSES:

3.10.1 The Contractor shall be required to possess the required occupational licenses, insurance, etc...as specified elsewhere herein. However, no permit for work within the public right-of-way is called for in this project will be required.

3.11 UTILITIES:

3.11.1 It will be the Contractors responsibility to remove all cut limbs and other debris from the work site on a daily basis, leaving the general area in clean condition. All limbs and other debris shall be disposed of immediately by the Contractor in any legal manner and not left for disposal

by the City forces.

BID FORM**Deliver Bid to:**

CITY OF NORTH MIAMI
Purchasing Department
776 N E 125th Street
North Miami, FL 33161

IFB #02-07-08
Title: Tree Trimming

To be opened and publicly read, Tuesday, November 6, 2007 at 3:00 P.M. in Council Chambers. Results and Staff recommendation will be posted in the Purchasing Department.

Vendor Name: _____ **Terms: Proposer see Paragraph 1.3**

Vendor Mailing Address: _____ **F.E.I.D. No:** _____

City, State, Zip Code: _____

Cashier's Check/Bid Bond is
attached, when required, in the
amount of \$ _____ N/A _____

Telephone : () _____ Fax: () _____ Toll Free: (800) _____

Bid Contact Person (Please print clearly):
 =====

The Proposer declares that there has been an examination of the site of the work and is informed fully in regard to all conditions pertaining to the scope of services to be provided in accordance with the Bid documents.

All costs for materials, equipment, labor etc. required to complete the projects shall be included in this price.

Proposer guarantees completion within six (6) weeks after the pre-construction meeting.

Cost per Tree

\$ _____
Total Cost per Tree



P.O. Box 359
 Boynton Beach, FL 33421
 T: 561-330-9785 F: 561-330-2391
 Email: admin@novoarbor.com

Invoice

, Accounts Payable Clerk
 City of North Miami
 PO Box 619085
 North Miami, FL 33261-9085

Work 305-895-9886
 Fax 305-891-1015

DATE	INVOICE #
3/17/2008	1617

PO#	Due	Terms
0000021361	3/17/2008	Due Upon Receipt

Job Name	Job Site	Phone	Salesperson	Total Due
City of North Miami Elevations 080314	PO Box 610850	305-895-9886	Claude Brigante, ISA Certified Arborist	\$10,727.75

Plant	Service Description	Qty	Rate	Cost
All Trees	Elevation	913	\$11.75	\$10,727.75

This invoice is in accordance with the terms and conditions of Bid# 02-07-08.

We have completed three lists since our last billing as supplied by Darrell Payne the Parks Coordinator as listed below:

List #21 - 259 Trees - 7 Trees (Credit from List #19) = 252 Trees Total
 List #22 - 416 Trees
 List #23 - 242 Trees

NOTE: Please FedEx Overnight all payments via our account number #262813126. Thank you!

Total: \$10,727.75

Thank You! We really appreciate your business!

RECEIVED MAR 24 2008

Darrell Payne